"Primary Collection & Secondary Transportation of Municipal Solid Waste (MSW) and street sweeping waste for (3, 20, 24, 25, 26, 28, 29, 30, 31, 33) packages"

PROCEEDINGS OF THE PREBID MEETING HELD ON 23.03.2026 AT 3.00 PM IN BANGALORE SOLID WASTE MANAGEMENT LTD.

OFFICER'S PRESENT:

1	Chief Engineer& Chief General Manager (Tech) BSWML		Sri Rajesh S V
2	Deputy General Manager-1 BSWML		Sri. Chandrashekar B
3	Assistant General Manager, BSWML		Sri. Santhoshkumar Kaddi
4	Assistant Manager		Sri. Neelesh Kumar

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Chief Engineer& Chief General Manager (Tech) BSWML welcomed all the officials and the representatives of the agencies/ firms for below works for which pre- Bid meeting was called. Representatives of various companies as above were present in the said pre bid meeting.

The queries/clarifications sought by the agencies with regard to bids invited, were received in writing / e-mail & through KPP portal. The clarifications are issued according to the tenders invited as under: -

SUBJECT-1: "Primary Collection & Secondary Transportation of Municipal Solid Waste (MSW) and street sweeping waste for (3, 20, 24, 25, 26, 28, 29, 30, 31, 33) packages"

Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	1. Sri P Gopinatha Reddy		
1		Affidavit for Local Office Establishment The tender stipulates that the bidder shall submit an affidavit confirming that an office will be established within the package area upon award of the contract. While the requirement for setting up a local office may be operationally justified, it is essential that the corresponding cost implications are clearly reflected in the estimated rates. In the earlier tender process, when similar concerns were raised, BSWML had advised bidders to incorporate such expenses within their quoted prices. However, subsequently, BSWML submitted an affidavit before the Hon'ble High Court stating that the bids received were over 50% higher than the estimated cost, which ultimately led to the cancellation of the tender. This approach creates ambiguity and exposes bidders to undue risk, as they are expected to account for implicit costs without clarity on whether such components have been considered in the authority's own cost estimation. In case these cost elements have not been factored into the estimate, we request you to kindly confirm the same by stating "As per RFP" or "No changes to the responses" or	The quote should be inclusive of all the scope of work stated in the RFP.

		"Tender Condition Prevails."	
2		Parking and Vehicle Washing Requirement The tender specifies that: "Service Provider shall identify a location for parking of its vehicles within the Package Area and all vehicles to be water washed daily. The cost of the same, if any, shall be borne by the Service Provider." While the Service Provider acknowledges and understands these operational requirements and has accordingly considered such expenses in the bid, it is pertinent to highlight that during the previous tender process, BSWML had directed bidders to include these costs in their quoted rates. However, post submission, BSWML informed the Hon'ble High Court that the quoted bids were more than 50% above the estimated rates. This inconsistency creates uncertainty among bidders, as they are required to include such operational costs without access to the detailed cost assumptions adopted in the estimate. If these cost components have not been considered in the estimation, we request confirmation by stating "As per RFP" or "No changes to the responses" or "Tender Condition Prevails."	The quote should be inclusive of all the scope of work stated in the RFP.
3		Bulk Waste Generator Collection Kindly clarify whether the requirement for additional vehicles for the collection and transportation of bulk waste from bulk waste generators has been taken into account in the cost estimation. Further, if such provision has been included, we request you to specify the number of vehicles considered for Package No. 25. This information is essential for accurate preparation of our financial bid. If the above components have not been considered, kindly confirm the same by stating "As per RFP" or "No changes to the responses" or "Tender Condition Prevails."	The quote should be inclusive of all the scope of work stated in the RFP.
4		Consideration of Bonus and Gratuity As per Page No. 48 of the RFP, the agency is required to comply with all applicable labour laws, including Minimum Wages, Provident Fund, Insurance, Bonus, and	The quote should be inclusive of all the scope of work stated in the RFP.

		other statutory benefits. In this regard, we request clarification on whether BSWML has accounted for Bonus and Gratuity while preparing the cost estimate. If so, kindly provide details of the rates and corresponding amounts considered, to enable accurate pricing on our part. In the event that these components have not been included, kindly confirm the same by stating "As per RFP" or "No changes to the responses" or "Tender Condition Prevails."	
5		Escalation for Long-Term Contract It is observed that no provision for price escalation has been incorporated, despite the contract period extending to 7 years. Such an omission does not account for inflationary trends, statutory revisions, rising labour costs, and other economic variables, thereby impacting the financial viability of the project. Considering the long-term nature of the contract and the associated uncertainties, it is requested that a minimum escalation of 5% be provided to ensure financial sustainability, fairness, and efficient execution of the work	Tender conditions prevail.
6		Court Stay It is submitted that the present tender pertaining to Package No. 25 is currently under stay, pursuant to the order of the Hon'ble High Court dated 12th March 2026 (Copy Enclosed). Despite the subsistence of the said stay order, the tender document has been uploaded and a pre-bid meeting is being conducted for the very same package. In this context, it is requested to clarify whether proceeding with the tender process during the operation of the stay order amounts to non-compliance with the directions of the Hon'ble High Court and may attract contempt of court.	The Hon'ble High Court order directions are binding on all concerned.
	2. <u>M/s. Varshini Enterprises</u>		
7		The clause currently states: The bidder should submit an Affidavit stating that an office will be set up in the package area if awarded. While the requirement to establish a local office may be operationally justified, it must be accompanied by transparent disclosure of associated cost assumptions in the estimated rates. in the previous tender process, when bidders raised similar	The quote should be inclusive of all the scope of work stated in the RFP.

		concerns, BSWML responded that bidders should factor such costs into their quoted rates. However, when bidders did quote accordingly, BSWML later submitted an affidavit to the Hon'ble High Court stating that bidders had quoted more than 50% above the estimated rate, leading to the tender's cancellation. This creates confusion and places bidders in a precarious position, as they are expected to account for hidden costs without knowing whether those costs are part of the BSWML's own estimations In the event that these components have not been considered, we request you to confirm the same by stating "As per RFP "or "no changes to the responses "or "Tender Condition Prevails".	
8		BULK WASTE GENERATOR COLLECTION: Kindly clarify whether you have calculated the additional vehicle for collection and transportation of bulk waste from the generators Kindly clarify whether the provision for additional vehicles required for the collection and transportation of bulk waste from bulk waste generators has been considered in your calculations. If yes how many vehicles have been considered. This ensures us to calculate the financial bid effectively. in the event that these components have not been considered, we request you to confirm the same by stating "As per RFP "or "no changes to the responses "or "Tender Condition Prevails".	The quote should be inclusive of all the scope of work stated in the RFP.
9	In Page no 48 of the RFP	it is mentioned that the agency shall abide by all the prevailing labour laws & especially the minimum wages Act, P.F. & Insurance, Bonus and other facilities required by the relevant Act. In case of any violation of the prevailing laws, acts, rules or the court decisions by the agency, then the agency shall be liable to face the consequences at his own risk & cost. "Kindly clarify whether BSWML has considered Bonus and Gratuity components while preparing the cost estimation. If so, we request you to provide the applicable rates and corresponding amounts factored into the estimate, enabling us to compute our pricing accurately. In the event that these components have not been considered, we request you to confirm the same by stating "As per RFP "or "no changes to the responses "or "Tender Condition Prevails".	The quote should be inclusive of all the scope of work stated in the RFP.
10		It is noted that no provision for escalation has been considered, despite the tender being for a long duration of 7 years. This omission significantly affects financial viability, as it does not account for inflation, statutory revisions, increase in labour costs, and other market fluctuations. In view of the above, it is therefore kindly requested to provide an escalation of a minimum of 5%, considering the extended	Tender Conditions prevail.

		tenure of the contract, to ensure sustainability and effective execution of the work.	
	3. M/s. Neelanjana enterprises		
11	RFP Scope of Work Page No. 54 to 67	it is observed that as per RFP clearly specifies the scope of works to be carried out after the award of the tender. we kindly request you to provide a detailed estimation for each of the works mentioned in Page Nos. 54 to 67 of Package No. 33. The item-wise cost breakdown will enable us to better understand the financial implications and ensure accurate planning and execution in line with the tender requirements.	Tender Conditions prevail.
12	APPENDIX VII: Financial Bid	With reference to the estimation document uploaded in the KPPP portal for Package No. 33, we request you to kindly clarify the following: 1. The financial year for which the estimation has been prepared. 2. The competent authority who has reviewed and approved the said estimation	Tender Conditions prevail.
13	RFP 3rd Call	With reference to the tender notification for Package No. 33, it is noted that the same has been issued as a 3rd Call tender. As per the provisions of the KTPP Act, it is understood that there shall not be any modification in the tender conditions during subsequent calls. However, upon review of the present tender document, it is observed that certain conditions appear to have been modified/altered compared to the earlier calls. Provide justification and approval details for such modifications, if any, in accordance with the applicable provisions of the KTPP Act.	Tender Conditions prevail.
14	RFP	It is observed that some of the tender packages invited under the current notification are presently under stay by the Hon'ble High Court of Karnataka. However, it is noted that the RFP documents for such packages have been uploaded and are available in the portal. In this regard, we kindly request you to clarify the following: 1. Whether the said packages are intended to proceed further despite the stay granted by the Hon'ble Court. 2. Whether bidders are required to participate / submit bids for such packages at this stage. 3. If so, kindly provide the official order or clarification permitting continuation of the tender process notwithstanding the court stay.	Hon'ble High Court directions prevail.
15	RFP Escalation page no. 35	AS per RFP you clearly mentioned "BSWML shall not be under any obligation to alter/ escalate the Vehicle Rental and Comprehensive maintenance cost by any reasons, whatsoever, during the Concession Agreement Period". This clause means that BSWML will not entertain any request for escalation during the entire 7-year concession period, irrespective of:	Tender Conditions prevail.

		• Inflation. • Maintenance cost increase • Labour escalation	
	4. <u>M/s. Lava kusha transport</u>		
16		BACKGROUND AND CONTRACTUAL POSITION As per the RFP and Draft Agreement: The Service Provider is required to deploy manpower on a continuous basis for the entire contract period • The Service Provider bears full responsibility for labour engagement and statutory compliance • The contract duration extends beyond 5 years, triggering long term labour law complications	Tender Conditions prevail.
17		LEGAL POSITION UNDER GRATUITY LAW Under the Payment of Gratuity Act, 1972 Section 4(1): Gratuity becomes payable to an employee upon completion of 5 years of continuous service Section 4(2): Gratuity is calculated based on last drawn wages and tenure Section 7: Mandates time-bound payment, failing which interest liability arises: Therefore, in a 7-year contract, gratuity liability is statutorily unavoidable	Tender Conditions prevail.

18		PRACTICAL AND FINANCIAL IMPLICATION
		
		In this tender:
		
		• Workers (drivers, helpers, sanitation staff) will likely be engaged throughout the contract period
		
		• This creates a definite and measurable gratuity liability on the Service Provider
		
		Critical Issue:
		
		The RFP and DCA are silent on treatment of gratuity cost, specifically
		
		• Whether gratuity is:
		  • To be reimbursed separately, OR
		  • Considered included in quoted price, OR
		  • Subject to price adjustment mechanism
			Tender Conditions prevail.

19		INTERPLAY WITH OTHER LABOUR LAWS The gratuity obligation must be read along with: • Employees' Provident Funds and Miscellaneous Provisions Act, 1952	Tender Conditions prevail.

		• Employees' State Insurance Act, 1948 • Minimum Wages Act, 1948 • Contract Labour (Regulation & Abolition) Act, 1970 These laws impose non-negotiable and time-bound financial liabilities on the contractor	

20		PROCUREMENT LAW REQUIREMENT (KTPP ACT)
		
		Under the Karnataka Transparency in Public Procurements Act, 1999 (KTPP Act)
		
		• Tender conditions must ensure:
		  • Transparency
		  • Fair competition
		  • Realistic and workable pricing
		Non-disclosure or ambiguity regarding a major statutory cost component (like gratuity)
		
		  • Leads to distorted bidding
		  • Results in unfair competition
		  • May cause future disputes and claims
			The quote should be inclusive of all the scope of work stated in the RFP.

21		LEGAL & FINANCIAL RISK
		If gratuity is not clearly addressed:
		• Contractors may:
		  • Underquote due to ambiguity
		  • Face unfunded liability after 5 years
		  • Encounter labour disputes and legal claims
		▪ This will ultimately impact:
		  • Project sustainability
		  • Service continuity
		  • Financial stability of contractors
			Tender Conditions prevail.

22		SPECIFIC CLARIFICATIONS SOUGHT
		In light of the above, we request the Authority to kindly clarify
		1. Treatment of Gratuity Cost
		• Whether gratuity liability is
		(a) Included in the quoted price, Or
		(b) Reimbursable separately, Or
		(c) Adjustable through escalation mechanism
		2. Price Adjustment Mechanism
		• Whether provision exists for additional payment / adjustment upon crystallization of gratuity liability after 5 years
		3. Statutory Cost Protection
		• Whether gratuity will be treated similar to:
		  • EPF
		  • ESI
		  • Minimum wages revisions
		4. Worker Continuity Assumption
		• Whether the Authority assumes continuous workforce deployment, thereby triggering gratuity eligibility
			The quote should be inclusive of all the scope of work stated in the RFP.

23		REQUEST FOR CORRIGENDUM	The quote should be inclusive of all the

		In order to ensure: • Compliance with labour laws • Financial viability of bids • Fair and transparent competition We request issuance of a specific clarification/corrigendum addressing gratuity liability explicitly.	scope of work stated in the RFP.
24		CONCLUSION Gratuity is a statutory, unavoidable, and quantifiable liability in a 1-year contract Any ambiguity in its treatment: • Distorts bid pricing • Creates legal exposure • Undermines the objectives of transparent procurement We request your kind clarification at the earliest to enable submission of a responsive and compliant bid.	The quote should be inclusive of all the scope of work stated in the RFP.
	5. <u>M/s. Lava kusha transport</u>		
25		VIOLATION OF STATUTORY LABOUR LAW FRAMEWORK The RFP and Agreement clearly mandate that the Service Provider shall: • Deploy manpower, vehicles, and equipment at its own cost • Bear all operational expenses including wages, fuel, maintenance, insurance, and statutory contributions • Ensure full compliance with labour laws including EPF, ESI, and wage payments	Tender Conditions prevail.
26		Legal Position: Under: • Minimum Wages Act, 1948 • Payment of Wages Act, 1936 • EPF Act, 1952 • ESI Act, 1948 Wages and statutory payments are mandatory, time-bound, and unconditional liabilities	Tender Conditions prevail.
27		Objection: By linking 25% of total contract payment (which inherently includes wage and statutory cost components) to performance indicators: • The Authority effectively makes recovery of statutory dues contingent upon performance • This creates a direct and unavoidable risk of statutory non-compliance	The quote should be inclusive of all the scope of work stated in the RFP.
28		Judicial Position: In People's Union for Democratic Rights v. Union of India 1982), the Hon'ble Supreme Court held: Non-payment of minimum wages constitutes forced labour under Article 23 of the Constitution,	The quote should be inclusive of all the scope of work stated in the RFP.

29		11. CONTRADICTION WITH PRINCIPAL EMPLOYER LIABILITY As per the Contract Labour (Regulation & Abolition) Act, 1970: Section 21(4) mandates that the Principal Employer is liable in case of default by the contractor Objection: • The 25% withholding creates artificial cash-flow constraints • This may lead to inability to discharge statutory wage obligations • Consequently, statutory liability may revert to BSWML itself The clause is therefore internally inconsistent and legally unsustainable	The quote should be inclusive of all the scope of work stated in the RFP.
30		DOCTRINE OF COMMERCIAL IMPOSSIBILITY & ARTICLE 14 VIOLATION The contractual framework establishes that: • The Service Provider bears 100% of operational and capital costs • Payment from BSWML is the sole source of revenue Ground Reality: • 90% cost is fixed (wages, fuel, EMI, statutory duesi • Profit margin is limited to 5.8% Objection: Withholding 25% of the gross bill value • Prevents recovery of even basie operational cost • Forces contractors into negative cash flow operations • Renders the contract commercially non-viable Legal Principle: Under Article 14: Tender conditions must be fair, reasonable, and non-arbitrary A condition that is impossible to perform without incurring loss or violating law is liable to be struck down.	Tender Conditions prevail.
31		MATHEMATICAL PROOF OF FINANCIAL NON-VIABILITY Without prejudice to the above legal submissions, it is submitted that: Detailed financial impossibility is demonstrated in Annexure-A enclosed herewith. The annexed financial analysis establishes that: • Actual cost of operations = 90-95% of contract value • Payment released under Clause 7.3-75% only • Resulting in a systematic and unavoidable monthly deficit This conclusively proves that the prescribed payment structure is mathematically unworkable	Tender Conditions prevail.
32		DOUBLE FINANCIAL BURDEN (WITHHOLDING + PENALTIES)	Tender Conditions prevail.

		The Agreement already incorporates: • Performance monitoring mechanisms • Penalty provisions for non-performance Objection: Imposition of 25% withholding in addition to penalties leads to • Double deductions • Disproportionate financial burden This results in excessive and unreasonable risk allocation	
33		ARBITRARY RISK TRANSFER & ONE-SIDED CONTRACTUAL STRUCTURE The Agreement further permits. • Unilateral modification of scope by BSWML • Reduction of operational components during the contract period Combined Effect: • Reduced revenue • Fixed cost obligations remain unchanged • Additional 25% withholding persists This creates a one-sided and unconscionable contractual framework, contrary to principles of fairness in public procurement.	Tender Conditions prevail.
34		SEVERABILITY & LEGAL ENFORCEABILITY As per the Severability Clause of the Agreement: Any provision inconsistent with law is liable to be severed Submission: Clause 7.3: • Violates statutory labour framework • Offends constitutional protections • Creates commercial impossibility Hence, it is liable to be struck down or mandatorily modified	Tender Conditions prevail.
35		FORMAL DEMAND FOR AMENDMENT In view of the above, we respectfully request issuance of a Corrigendum incorporating the following revisions: 1. Payment Structure Revision • Minimum 90%-95% Fixed Payment to cover operational and statutory costs 2. KPI Rationalization • Performance-linked component restricted strictly to contractor margin (5-10%) 3. Protection of Statutory Costs Explicit exclusion of: • Wages • Fuel • EPF/ESI from any performance-linked deductions 4. Cap on Deductions • Total deductions (including penalties) capped at 5-10% of monthly Invoice	Tender Conditions prevail.

36		CONCLUSION If Clause 7.3 is not suitably amended: • It will result in systemic violation of labour laws • Render the contract financially unsustainable • Lead to service disruption and potential legal proceedings We trust that the Authority will act in accordance with: • Established legal principles • Constitutional mandates • Larger public interest	Tender Conditions prevail.
	6. <u>M/s. Lava kusha transport</u>		
37	Departmental Estimate & Cost Components General /Financial	Kindly provide the detailed basis of departmental estimate, including vehicle costing, manpower assumptions, fuel, maintenance, and escalation factors. Further clarify whether the estimate includes contractor's profit margin (minimum 10%) and area weight age, in line with standard public works principles.	Tender Conditions prevail.
38	Definition of Financial Year for Experience Clause 2.2 (Financial Capacity)	The RFP allows bidder accounting-year based submissions. Kindly clarify whether experience will be evaluated strictly on Indian Financial Year (April-March) or any continuous 12-month audited period	Tender Conditions prevail.
39	Statutory Compliance-Gratuity Liability Draft Agreement-Applicable Laws	Considering the 7-year contract period (84 months). please clarify whether Gratuity liability for manpower (drivers/helpers) will be reimbursed by BSWMI or deemed included in bid cost. Non-provision may conflict with statutory labour laws	Tender Conditions prevail.
40	Bid Capacity Requirement Clause 2112 Key Submissions	Bid Capacity is not explicitly required in submissions. We request inclusion of a mandatory Bid Capacity format, ensuring bidders possess adequate financial capability for long-term execution.	Tender Conditions prevail.
41	Re-use of Prior Call Documents (Call-2) Clause 1.1.9/Bidding Process	Since this is Call-3 for the same package, we request that previously verified documents (Call-2 confirmations/work done certificates) be considered valid to avoid duplication and delays.	Tender Conditions prevail.
42	Simplification of Affidavit Requirements Appendix VIII	Multiple affidavits are prescribed. We request consolidation into a single composite affidavit covering office setup, statutory compliance (ESI/PF/Labour License), vehicle commitment, etc... except Anti-Blacklisting which may remain separate.	Tender Conditions prevail.
43	Stamp Paper Value 7 for Affidavits	Kindly rationalize affidavit stamp value to 2100, in line with practical enforceability and availability under prevailing stamp practices.	Tender Conditions prevail.

	Appendix VI/VILI		
44	Recognition of JV/Consortium Experience Eligibility Conditions	In cases where experience certificates do not specify share of work, kindly allow submission of original agreement/MoA to determine proportionate experience.	Tender Conditions prevail.
45	Aggregation of Technical Experience Clause 3.4.1	Kindly clarify whether required vehicle experience (e.g.. fleet strength) can be aggregated across multiple financial years, or must be demonstrated within a single financial year.	Tender Conditions prevail.
46	Definition of 10 Eligible Experience (Vehicle Ownership) Appendix VIII Scope of Work	Kindly clarify whether experience must strictly involve owned/leased vehicles, or whether experience managing vehicles provided by ULBs/Authorities will also be considered valid.	Tender Conditions prevail.
47	Opportunity for 11 Clarifications During Evaluation Clause 3.4.1(c)	We request that bidders be allowed to submit clarifications or additional documents in case of minor deficiencies, provided such clarification does not affect bid substance, instead of outright rejection.	Tender Conditions prevail.
48	Risk Allocation Draft	The agreement permits mid-term scope modification	Tender Conditions prevail.
49	Change in Scope During Contract Agreement Clause 2 & Scope Variation	by BSWML, Kindly clarify the mechanism for financial adjustment/compensation in such cases to ensure fairness.	Tender Conditions prevail.
50	Vehicle Procurement 13 Requirement (New Vehicles Mandatory) RFP-Operational Conditions	The REP mandates procurement of new vehicles (BS-VI). Kindly clarify whether existing compliant vehicles may be permitted to reduce upfront capital burden and improve participation.	Tender Conditions prevail.
51	Secondary 14 Transportation Scope Reduction Financial Bid/Scope	Since secondary transportation (compactors) may be withdrawn after I year without payment, kindly clarify how capital investments made by bidders will be protected or amortized.	Tender Conditions prevail.
52		CONCLUSION The above clarifications are submitted to ensure:	Tender Conditions prevail.

		• Fair competition and wider participation • Financial sustainability of bidders • Reduction of ambiguity during bid evaluation and execution stage • Compliance with statutory labour and contractual obligations We request that the above queries be suitably clarified during the pre-bid meeting and through corrigendum, to enable submission of a responsive and competitive bid.	
	7. Madhusudhan s		
53		1. As Per RFP Document The details of the shareholding proposed to be held by each of the members in the Consortium in the Special Purpose Vehicle Company proposed to be constituted by the Consortium in the event of award of the Project shall be mentioned in the Consortium Agreement. The Bidder/Lead Member Shall hold the maximum stake in the bidding company/association and in no case less than 30% of the fatal equity/interest.pg-17 i Each Member of the Bidding Consortium should hold a minimum of [15%] of the equity of the Project SPV during the lock-in period.pg-17 Queries /clarification sir please clarify whether the lead member and consortium member can have same equity shareholding in Consortium Agreement	Tender Conditions prevail.
54		3.5. details of experience Clause 3.5.2 The Bidders must provide the necessary information relating to Technical Capability as per format of Appendix III. Queries /clarification: Sir please clarify that bidder is necessary to provide the information mentioned in technical capacity as per format of appendix III.	Tender Conditions prevail.
55		3. Payments of Bill The Total Service Fee Payable for the Month shall be paid after submission and verification of the below documents. i) Shall be payable on submission of certificates for timely transfer of ESI, EPF, and salary of drivers, and helpers to their accounts AND on the submission of attendance records for the month. ii] Shall be payable after deduction of penalties for non-adherence to KPIs laid out in Schedule C Queries /clarification: Sir please provide/mention the percentage of payment of service bill for per month as per below document serial i) and ii) as per RFP document.	Tender Conditions prevail.
56		4. Escalation ASPER Document BSWML shall revise the rate of fuel/energy as per the Wholesale Price Index(WPI) Queries /clarification: Sir please provide that BSWML shall revise the rate of diesel for every 3 months, based on the average diesel rate, on 1" day of the pervious three months. The fuel rate taken for the assessment by authority is Rs.90.00 per Litre	Tender Conditions prevail.
57		5. PPENDIX-III: Technical Capacity of the Bidder Name of the Bidder: Member Code: Experience -	Tender Conditions prevail.

		1. Vehicle deployment Name of ULB Title of the project Scope of the project Name of the Client Project Location Term of the contract in months Date of Commencement Date of Completion Vehicles deployed Auto Tippers Compactors Year 1 Year 2 Year 3 Year 4 Year 5 Instructions: 1. Bidders are expected to provide information in respect of each project in this Appendix 2. The Bidders should provide details of only those projects that have been undertaken by the Bidder under its own name. A separate sheet should be filled for each project Queries/clarification: Sir please clarify that bidders are required to provide information in this appendix or necessary to provide information related to APPENDIX 3	
58		6. APPENDIX IX: Format for Banker's Certificate/ Credit Lines/Letter Of This is to certify that M/s. Credit the contract for this work, namely"..... is a reputed company with a good financial standing. If (Pkg)" is awarded to the above firm. Lakhs to meet the working we shall be able to provide overdraft/credit facilities to the extent of Rs. capital requirements for executing the above contract Queries /clarification: Sir please clarify that in banker certificate should we have the name of the work as per tender document	Tender Conditions prevail.
	8. Online Queries		
59	RFP - 54 to 67 pages Scope of Works, Office set up affidavit, parking place for vehicles	it is observed that as per RFP clearly specifies the scope of works to be carried out after the award of the tender. we kindly request you to provide a detailed estimation for each of the works mentioned in Page Nos. 54 to 67 of Package No. 33. The item-wise cost breakdown will enable us to better understand the financial implications and ensure accurate planning and execution in line with the tender requirements.	The quote should be inclusive of all the scope of work stated in the RFP.
60	RFP - 88 pages APPENDIX VII Financial Bid	With reference to the estimation document uploaded in the KPPP portal for Package No33, we request you to kindly clarify the following, The financial year for which the estimation has been prepared. The competent authority who has reviewed and approved the said estimation	No comments.

61	RFP - 35 pages RFP Escalation BSWML shall not be under any obligation to alter/ escalate the Vehicle Rental and Comprehensive maintenance cost by any reasons, whatsoever, during the Concession Agreement Period	This clause means that BSWML will not entertain any request for escalation during the entire 7-year concession period, irrespective of, Inflation, Maintenance cost increase, Labour escalation	The quote should be inclusive of all the scope of work stated in the RFP.
62	RFP RFP 3rd Call	With reference to the tender notification for Package No. 33, it is noted that the same has been issued as a 3rd Call tender. As per the provisions of the KTPP Act, it is understood that there shall not be any modification in the tender conditions during subsequent calls. However, upon review of the present tender document, it is observed that certain conditions appear to have been modified or altered compared to the earlier calls. Provide justification and approval details for such modifications, if any, in accordance with the applicable provisions of the KTPP Act.	Tender Conditions prevail.
63	RFP	It is observed that some of the tender packages invited under the current notification are presently under stay by the honourable High Court of Karnataka. However, it is noted that the RFP documents for such packages have been uploaded and are available in the portal. In this regard, we kindly request you to clarify the following, Whether the said packages are intended to proceed further despite the stay granted by the Court. Whether bidders are required to participate or submit bids for such packages at this stage. kindly provide the official order or clarification permitting continuation of the tender process notwithstanding the court stay.	The Hon'ble High Court order directions are binding on all concerned.

All the bidders are requested to participate in the bidding process and further the bidders are instructed to note the above clarifications/amendments issued.

Chief Engineer &
Chief General Manager (Tech)
BSWML